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NOTE: CHANGES MADE BY THE COURT

JS-6

6 Attorneys for Plaintiff Paramount
Pictures Corporation

7
8 Jose Solis a/k/a Jose Solis-Chun a/k/a
Jose Solischun a/k/a Jose Herrera
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13 Defendant, *in pro se*

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16

17 Paramount Pictures Corporation,
18 Plaintiff,

19 v.

20 Jessica Smith, Jose Solis a/k/a Jose Solis-
21 Chun a/k/a Jose Solischun and Does 2 –
10, inclusive,
22 Defendants.

Case No. CV08-7795 JFW (SHx)
CONSENT DECREE AND
PERMANENT INJUNCTION

23 The Court, having read and considered the Joint Stipulation for Entry of
24 Consent Decree and Permanent Injunction that has been executed by Plaintiff
25 Paramount Pictures Corporation (“Plaintiff”) and Defendant Jose Solis a/k/a Jose
26 Solis-Chun a/k/a Jose Solischun a/k/a Jose Herrera (“Defendant”) in this action, and
27 good cause appearing therefore, hereby:
28

1 ORDERS that based on the parties' stipulation and only as to Defendant, his
2 successors, heirs, and assignees, this Injunction shall be and is hereby entered in the
3 within action as follows:

4 1) This Court has jurisdiction over the parties to this action and over the subject
5 matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338.
6 Service of process was properly made against Defendant.

7 2) The Complaint shall be amended to identify Defendant as "Jose Solis a/k/a Jose
8 Solis-Chun a/k/a Jose Solischun a/k/a Jose Herrera." The amended Complaint shall be
9 deemed served on Defendant.

10 3) Plaintiff claims that it owns or controls the pertinent rights in and to the
11 copyright registrations listed in Exhibit "A" attached hereto and incorporated herein
12 by this reference (The copyrights identified in Exhibit A are collectively referred to
13 herein as "Plaintiff's Properties").

14 4) Plaintiff has alleged that Defendant has made unauthorized uses of Plaintiff's
15 Properties or substantially similar likenesses or colorable imitations thereof.

16 5) Defendant and his agents, servants, employees and all persons in active concert
17 and participation with him who receive actual notice of the Injunction are hereby
18 restrained and enjoined from:

19 a) Infringing Plaintiff's Properties, either directly or contributorily, in any
20 manner, including generally, but not limited to manufacturing, importing,
21 reproducing, distributing, advertising, selling and/or offering for sale any
22 unauthorized product which features any of Plaintiff's Properties
23 ("Unauthorized Products"), and, specifically from:

24 i) Importing, manufacturing, reproducing, distributing, advertising,
25 selling and/or offering for sale the Unauthorized Products or any other
26 unauthorized products which picture, reproduce, copy or use the
27
28

1 likenesses of or bear a substantial similarity to any of Plaintiff's
2 Properties;

3 ii) Importing, manufacturing, reproducing, distributing, advertising,
4 selling and/or offering for sale in connection thereto any unauthorized
5 promotional materials, labels, packaging or containers which picture,
6 reproduce, copy or use the likenesses of or bear a confusing similarity to
7 any of Plaintiff's Properties;

8 iii) Engaging in any conduct that tends falsely to represent that, or is
9 likely to confuse, mislead or deceive purchasers, Defendant's customers
10 and/or members of the public to believe, the actions of Defendant, the
11 products sold by Defendant, or Defendant himself is connected with
12 Plaintiff, is sponsored, approved or licensed by Plaintiff, or is affiliated
13 with Plaintiff;

14 iv) Affixing, applying, annexing or using in connection with the
15 importation, manufacture, reproduction, distribution, advertising, sale
16 and/or offer for sale or other use of any goods or services, a false
17 description or representation, including words or other symbols, tending
18 to falsely describe or represent such goods as being those of Plaintiff.

19 6) Each side shall bear its own fees and costs of suit.

20 7) Except as provided herein, all claims alleged in the Complaint against
21 Defendant are dismissed with prejudice.

22 8) All claims alleged in the Complaint against Jessica Smith are dismissed without
23 prejudice.

24 9) This Injunction shall be deemed to have been served upon Defendant at the time
25 of its execution by the Court.

26 10) In light of the Parties' settlement and stipulation, the Default Judgment entered
27 on May 27, 2009, is hereby vacated.
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11) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this Injunction against Defendant.

12) The Court shall retain jurisdiction of this action to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and enforce the provisions of this Injunction.

13) The above-captioned action, shall, upon filing by Plaintiff of the Settlement Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation, and requesting entry of judgment against Defendant, be reopened should Defendant default under the terms of the Settlement Agreement.

DATED: June 5, 2009


Hon. John F. Walter
Judge, United States District Court
for the Central District of California

PRESENTED BY:

J. Andrew Coombs, A Prof. Corp.

By: _J. Andrew Coombs
Nicole L. Drey
Attorneys for Plaintiff Paramount
Pictures Corporation

Jose Solis a/k/a Jose Solis-Chun a/k/a
Jose Solischun a/k/a Jose Herrera

By: _Jose Solis a/k/a Jose Solis-
Chun a/k/a Jose Solischun
a/ka/ Jose Herrera
Defendant, *in pro se*

Exhibit A**Paramount Pictures Copyrights**

| TITLE | COPYRIGHT # |
|----------------------------|--------------------|
| Cloverfield | PA1-591-448 |
| Into The Wild | PAU3334-927 |
| Iron Man | PA1-596-370 |
| Kite Runner, The | PA1-590-360 |
| Kung Fu Panda | PA1-598-023 |
| Love Guru, The | PA1-599-004 |
| Ruins, The | PA1-595-040 |
| Son Of Rambow | PA1-596-680 |
| Spiderwick Chronicles, The | PA1-592-766 |
| Stardust | PA1-354-984 |
| Stop Loss | PA1-594-612 |
| Strange Wilderness | PA1-591-952 |